



Pennsylvania Electric Company
1001 Broad Street
Johnstown Pennsylvania 15907
814 533-8111

April 24, 1985

Writer's Direct Dial Number

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, DC 20423

REGISTRATION NO. 11733-EE Filed 1425

No. 5-115A017
APR 25 1985

Attention: Secretary

APR 25 1985 10 20 AM

Date
Fee \$ 10.00.....

Dear Sir:

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Enclosed for recording with the Commission pursuant to Section 11303 of Title 49 of the U.S. Code and 49 C.F.R. Part 1177 are an original executed counterpart and two certified copies of the Secondary Mortgage Document described below:

This Secondary Mortgage Document is the Supplemental Indenture dated as of September 1, 1984 which relates to the following Primary Document recorded at I.C.C. recordation numbers 11733 (30 earlier Supplemental Indentures are recorded at I.C.C. recordation numbers 11733-A through 11733-DD): Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 between Pennsylvania Electric Company and Bankers Trust Company, Trustee.

The names and addresses of the parties to the documents are as follows:

Mortgagor: Pennsylvania Electric Company
1001 Broad Street
Johnstown, PA 15907

Mortgagee: Bankers Trust Company, Trustee
16 Wall Street
New York, NY 10015

Included in the property covered by the Primary Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 43% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Metropolitan Edison Company (which owns a 20% interest) and Jersey Central Power & Light Company (which owns a 37% interest).

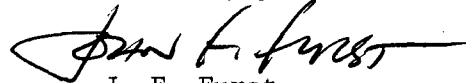
The railroad car is not specifically described in the Primary Mortgage Document or in any of the Secondary Documents. However, included in the property covered by the Primary Mortgage Document and the enclosed Secondary Document is all property or interests therein owned by Pennsylvania Electric Company at the date of said Indenture of Mortgage and Deed of Trust or thereafter acquired by it.

April 24, 1985

Also enclosed is a check in the amount of \$10.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on the original executed counterpart of the Secondary Mortgage Document, for return to the undersigned, together with any extra copies not needed by the Commission.

A short summary of the enclosed Secondary Document to appear in the index is as follows: Supplemental Indenture dated as of September 1, 1984 to Mortgage recorded at I.C.C. recordation number 11733 and covering all equipment including interest in Schnabel type railroad car, AAR number GPUX100.

Sincerely yours,



J. F. Furst
Vice President

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

4/25/85

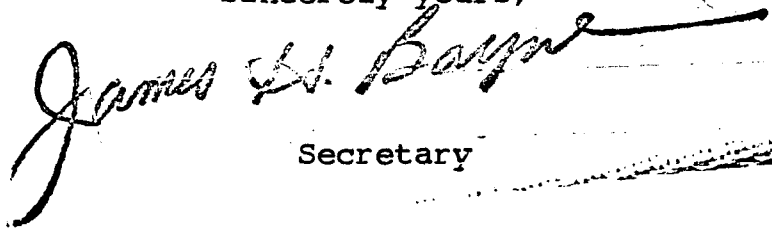
OFFICE OF THE SECRETARY

J.F. Furst
Vice President
Pennsylvania Electric Company
1001 Broad Street
Johnstown, Pennsylvania 15907

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/25/85 at 10:25am and assigned re-recording number(s). 11733-EE

Sincerely yours,


Secretary

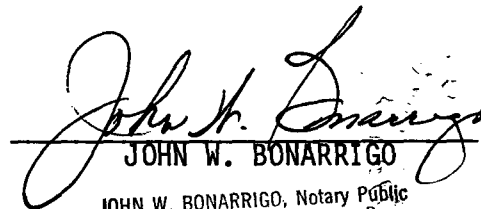
Enclosure(s)

RECORDATION NO. 11733-EE FILED 1425

C E R T I F I C A T E APR 25 1985 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

I, JOHN W. BONARRIGO, a Notary Public, hereby certify that I have this date, April 24, 1985, compared the Conformed Copy with Recordation Data of the Pennsylvania Electric Company and Bankers Trust Company, Trustee, Supplemental Indenture (First Mortgage Bonds, Term Bonds of the New Series - Multiple Rate Series due 1986-1991), dated as of September 1, 1984, with the original document and have found the Conformed Copy to be complete and identical in all respects to the original.


JOHN W. BONARRIGO
JOHN W. BONARRIGO, Notary Public
Johnstown, Cambria County, Pa.
My Commission Expires May 11, 1985

[CONFORMED COPY WITH RECORDATION DATA]

11733-EK
APR 25 1985 10 20 AM
INTERSTATE COMMERCE COMMISSION

PENNSYLVANIA ELECTRIC COMPANY

AND

BANKERS TRUST COMPANY, Trustee

SUPPLEMENTAL INDENTURE

(First Mortgage Bonds, Term bonds of the New Series - Multiple
Rate Series due 1986-1991)

Dated as of September 1, 1984

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SUPPLEMENTAL INDENTURE, dated as of September 1, 1984, made and entered into by and between PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York (hereinafter sometimes called the "Trustee"), as Trustee under the Mortgage and Deed of Trust hereinafter referred to, party of the second part.

WHEREAS, the Company heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (hereinafter called the "Original Indenture"), dated as of the first day of January, 1942, to the Trustee, to secure the First Mortgage Bonds of the Company, unlimited in aggregate principal amount and issuable in series, from time to time, in the manner and subject to the conditions set forth in the Mortgage (as hereinafter defined) and by said Original Indenture granted and conveyed unto the Trustee, upon the trusts, uses and purposes specifically therein set forth, certain real estate, franchises and other property therein described, including property acquired after the date thereof, except as therein otherwise provided; and

WHEREAS, indentures supplemental to and amendatory of the Original Indenture have been executed and delivered by the Company and the Trustee, namely, Supplemental Indentures dated March 7, 1942, April 28, 1943, August 20, 1943, August 30, 1943, August 31, 1943, April 26, 1944, April 19, 1945, October 25, 1945, as of June 1, 1946, as of November 1, 1949, as of October 1, 1951, as of August 1, 1952, as of June 1, 1953, as of March 1, 1954, as of April 30, 1956, as of May 1, 1956, as of March 1, 1958, as of August 1, 1959, as of May 1, 1960, as of May 1, 1961, October 1, 1964, November 1, 1966, as of June 1, 1967, as of August 1, 1968, as of May 1, 1969, as of April 1, 1970, as of December 1, 1971, as of July 1, 1973, as of June 1, 1974, as of December 1, 1974, as of August 1, 1975, as of December 1, 1975, as of April 1, 1976, as of June 1, 1976, as of July 1, 1976, as of November 1, 1976, as of November 30, 1977, as of December 1, 1977, as of June 1, 1978, and as of June 1, 1979, respectively; and the Original Indenture as supplemented and amended by said Supplemental Indentures and by this Supplemental Indenture is hereinafter referred to as the Mortgage; and

WHEREAS, the Original Indenture and certain of said Supplemental Indentures have been duly recorded in mortgage books in the respective Offices of the Recorders of Deeds in and for the Counties of Pennsylvania in which this Supplemental Indenture is to be recorded, and in the mortgage records of Garrett County, Maryland; and

WHEREAS, the Mortgage provides for the issuance of bonds thereunder in one or more series, the form of each series of bonds and of the coupons to be attached to the coupon bonds, if any, of each series to be substantially in the forms set forth therein with such omissions, variations and insertions as are authorized or permitted by the Mortgage and determined and specified by the Board of Directors of the Company; and

WHEREAS, the Company by appropriate corporate action in conformity with the terms of the Mortgage has duly determined to create a series of bonds, which shall be designated as "First Mortgage Bonds, Term Loan - Multiple Rate Series due 1986-1991" (hereinafter sometimes referred to as the "New Series Bonds" or the "bonds of the New Series" or the "Term Loan - Multiple Rate, Series Bonds"), which said bonds of the New Series are to be substantially in the following form:

[FORM OF FACE OF NEW SERIES BONDS]

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND, TERM LOAN - MULTIPLE
RATE SERIES DUE 1986-1991

\$ Due No.

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to or registered assigns, on or before 12:00 o'clock Noon, Eastern Time, on _____, at the office or agency of the Company in the Borough of Manhattan, the City of New York, _____ Dollars (\$ _____) in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts and in immediately available funds, and to pay interest thereon, in like coin or currency and in immediately available funds, from the date hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the rate or rates per annum provided for in Section 1.04 of, or as otherwise provided in, the Supplemental Indenture dated as of September 1, 1984 supplementing the Mortgage.

Subject to the provisions of the aforesaid Supplemental Indenture, interest hereon will be payable (i) quarterly on the last day of each October, January, April and July after the date hereof, and at the maturity hereof, and thereafter on demand, in the case of the Prime Rate Portion of the bonds of the New Series and (ii) on the last day of each applicable CD Rate Borrowing Period or As-Offered Rate Borrowing Period, as the case may be, and, if such Borrowing Period exceeds 90 days, also on every 90th day of such Borrowing

Period, and thereafter on demand, in the case of the CD Rate Portion or As-Offered Rate Portion of the bonds of the New Series (all of such capitalized terms being used herein as defined in the aforesaid Supplemental Indenture).

Reference is hereby made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not become valid or obligatory for any purpose until BANKERS TRUST COMPANY, the Trustee under the Mortgage, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated:

PENNSYLVANIA ELECTRIC COMPANY

By _____
Vice President

Attest:

Secretary

[FORM OF REVERSE OF NEW SERIES BONDS]

This bond is one of an issue of bonds of the Company (hereinafter referred to as the "bonds"), not limited in principal amount, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, Term Loan-Multiple Rate Series due 1986-1991 (hereinafter called the bonds of the 1986-1991 Series), all bonds of all series issued and to be issued under and equally and ratably secured (except insofar as any sinking fund or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the

bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indentures supplemental thereto, called the Mortgage) dated as of January 1, 1942, executed by the Company to BANKERS TRUST COMPANY, as Trustee, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights and limitations of rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured.

The Mortgage contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding (determined as provided in the Mortgage) evidenced as in the Mortgage provided, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of the series affected (determined as provided in the Mortgage) evidenced as in the Mortgage provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons thereunto appertaining; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture without the consent of the holders of all bonds then outstanding. Any such consent by the registered holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond.

No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

Bonds of the 1986-1991 Series are issuable only in fully registered form and in denominations of \$1000 and any integral multiples of \$1000.

The bonds of the 1986-1991 Series may be redeemed at the option of the Company and are subject to mandatory redemption at the times and upon the terms and conditions set forth in the Mortgage.

The Mortgage provides that if the Company shall deposit with the Trustee in trust for the purpose funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption, and premium, if any, thereon, and all interest payable on such bonds to the date on which they become due and payable, at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds shall no longer be entitled to any lien or benefit under the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in and subject to the limitations contained in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the office of the Company in said Borough of Manhattan, upon surrender and cancellation of this bond, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange hereof as provided in the Mortgage without charge except for any tax or taxes or other governmental charges incident to such transfer; provided, however, that bonds of the New Series shall not be transferable to any holder, other than the Company, which is not a banking institution which is a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or

otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

WHEREAS, all acts and things prescribed by law and by the charter and by-laws of the Company necessary to make the bonds of the New Series when executed by the Company and authenticated by the Trustee, as in the Mortgage provided, valid, binding and legal obligations of the Company, entitled in all respects to the security of the Mortgage, have been performed; and

WHEREAS, provision is made in Sections 5.11 and 17.01 of the Original Indenture for such further instruments and indentures supplemental to the Original Indenture as may be necessary or proper (a) to carry out more effectually the purposes of the Original Indenture; (b) expressly to subject to the lien of the Original Indenture any property acquired after the date of the Original Indenture and intended to be covered thereby, with the same force and effect as though included in the granting clauses thereof; (c) to set forth the terms and provisions of any series of bonds to be issued and the forms of the bonds and coupons, if any, of such series; and (d) to add such further covenants, restrictions or conditions for the protection of the mortgaged and pledged property and the holders of bonds as the Board of Directors of the Company and the Trustee shall consider to be for the protection of the holders of bonds; and

WHEREAS, the Company has acquired additional property; and it is desired to add certain further covenants, restrictions and conditions for the protection of the mortgaged and pledged property and the holders of bonds which the Board of Directors of the Company and the Trustee consider to be for the protection of the holders of bonds; and the Company desires to issue bonds of the New Series; and the Company and the Trustee deem it advisable to enter into this Supplemental Indenture for the purposes of carrying out the purposes of the Original Indenture, of expressly subjecting additional property to the lien of the Mortgage, of setting forth the terms and provisions of the New Series Bonds and the form of the bonds of the New Series, and of setting forth such further covenants, restrictions and conditions; and

WHEREAS, it was intended by the execution and delivery of the Original Indenture and the aforesaid Supplemental Indentures to subject to the lien of the Original Indenture, and to grant to the Trustee a security interest in, all of the

property, real, personal and mixed, then owned by the Company or thereafter acquired by the Company, as and to the extent set forth therein, subject to the provisions thereof, except such property as was therein expressly excepted and excluded from the lien and operation thereof; and it is the intention of the parties hereto, by the execution and delivery of this Supplemental Indenture, to provide the Trustee with further assurances by also creating in favor of the Trustee a security interest, pursuant to the provisions of the Uniform Commercial Code, in such of the aforesaid property as may by law be subjected to such a security interest, except such thereof as is expressly excepted and excluded as aforesaid or herein; and

WHEREAS, the execution and delivery of this Supplemental Indenture have been duly authorized by the Board of Directors of the Company at a meeting duly called and held according to law, and all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms, for the purposes herein expressed, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized;

NOW, THEREFORE, in order further to secure the payment of the principal and interest of all bonds issued and to be issued under the Original Indenture and any indenture supplemental thereto, including this Supplemental Indenture, according to their tenor, purport and effect and the performance and observance of all the covenants and conditions in said bonds and the Original Indenture and indentures supplemental thereto, including this Supplemental Indenture, contained, and for and in consideration of the premises and of the sum of One Dollar (\$1.00), lawful money of the United States of America, to the Company duly paid by the Trustee at or before the enrolling and delivery hereof, and other valuable consideration, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, the Company has executed and delivered this Supplemental Indenture, and hath granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and granted a security interest therein, and by these presents doth grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm, and grant a security interest therein, subject to the provisions of the Mortgage, unto Bankers Trust Company, as Trustee, and to its successors in the trust and to its and their assigns forever, all the properties of the Company described or mentioned below, that is to say:

All property, real, personal and mixed, tangible and intangible, owned by the Company on the date of the execution hereof or which may be hereafter acquired by it (except such

property as is in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted from the lien and operation of the Original Indenture).

The property covered by this Supplemental Indenture shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property:

All the electric generating stations, station sites, stations, electric reserve generating stations, substations, substation sites, steam plants, hot water plants, hydro-electric stations, hydro-electric station sites, electric transmission lines, electric distribution systems, steam distribution systems, hot water distribution systems, regulator stations, regulator station sites, office buildings, storeroom buildings, warehouse buildings, boiler houses, plants, plant sites, service plants, coal, other mineral land mining rights and privileges, coal storage yards, pole yards, electric works, power houses, generators, turbines, boilers, engines, furnaces, dynamos, buildings, structures, transformers, meters, towers, poles, tower lines, cables, pole lines, tanks, storage holders, regulators, pipes, pipe-lines, mains, pipe fittings, valves, drips, connections, tunnels, conduits, gates, motors, wires, switch racks, switches, brackets, insulators, and all equipment, improvements, machinery, appliances, devices, appurtenances, supplies and miscellaneous property for generating, producing, transforming, converting, storing and distributing electric energy, steam and hot water, together with all furniture and fixtures located in the aforesaid buildings, and all land on which the same or any part thereof are situated;

And all of the real estate, leases, leaseholds (except the last day of the term of each lease and leasehold), and lands owned by the Company, including land located on or adjacent to any river, stream or other water, together with all flowage rights, flooding rights, water rights, riparian rights, dams and dam sites and rights, flumes, canals, races, raceways, head works and diversion works;

And all of the municipal and other franchises, licenses, consents, ordinances, permits, privileges, rights, servitudes, easements and rights-of-way and other rights in or relating to real estate or the occupancy of the same, owned by the Company;

And all of the other property, real, personal or mixed, owned by the Company, forming a part of any of the foregoing property or used or enjoyed or capable of being used

or enjoyed in connection therewith or in anywise appertaining thereto, whether developed or undeveloped, or partially developed, or whether now equipped and operating or not and wherever situated, and all of the Company's right, title and interest in and to the land on which the same or any part thereof are situated or adjacent thereto;

And all rights for or relating to the construction, maintenance or operation of any of the foregoing property through, over, under or upon any public streets or highways or other lands, public or private;

And (except as in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) all the right, title and interest of the Company presently held or hereafter acquired in and to all other property of any of the foregoing kinds or any other kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described;

And all the items of the kinds hereinabove mentioned including those thereof now owned by the Company and those thereof hereafter acquired by the Company.

Without limitation of the generality of the foregoing, all of the parcels of land and interests in land situate as set forth in Schedule A, attached hereto and hereby made a part hereof, and buildings and improvements thereon erected, owned by the Company, and whether used or not used in connection with the Company's operations, all of which real estate was conveyed to the Company or its predecessors in title as set forth by the conveyances set forth in said Schedule A to which conveyances reference is made for a more particular description;

Also all other land and the buildings and improvements thereon erected hereafter acquired;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder or remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that all the property, rights, and franchises hereafter acquired by the Company (except any in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) shall (subject to the provisions of Section 9.01 of the Original Indenture), to the extent permitted by law, be as fully embraced within this Supplemental Indenture as if such property, rights and franchises were now owned by the Company and/or specifically described herein and conveyed hereby;

PROVIDED THAT, in addition to the reservations and exceptions herein elsewhere contained, any property hereinbefore mentioned which has been released by the Trustee from the lien of the Mortgage or disposed of by the Company in accordance with the provisions of the Mortgage prior to the date of the execution and delivery of this Supplemental Indenture, and the following, are not and are not intended to be granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder or to have a security interest created therein, and are hereby expressly excepted from this Supplemental Indenture and from the lien and operation of the Mortgage, viz.: (1) cash and shares of stock and certificates or evidence of interest therein and obligations (including bonds, notes and other securities) not in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, specifically pledged or covenanted so to be or deposited or delivered hereunder or under any other supplemental indenture; (2) any goods, wares, merchandise, equipment, materials or supplies held or acquired for the purpose of sale or resale in the usual course of business or for consumption in the operation of any properties of the Company, and automobiles and trucks; and (3) all judgments, contracts, accounts and choses in action, the proceeds of which the Company is not obligated as in the Original Indenture provided to deposit with the Trustee hereunder; provided, however, that the property and rights expressly excepted from this Supplemental Indenture in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted, in the event that the Trustee or a receiver or trustee shall take possession of the mortgaged and pledged property in the manner provided in Article X of the Original Indenture, by reason of the occurrence of a completed default, as defined in said Article X of the Original Indenture;

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed, or in which a security interest has been granted, by the Company as aforesaid, or intended so to be, unto the Trustee

and its successors in the trust created in the Original Indenture and its and their assigns forever;

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, servitudes, franchises and contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the properties mentioned above; and subject also to such servitudes, easements, rights and privileges in, over, on, and/or through said properties as have been granted to other persons prior to the date of the execution and delivery of this Supplemental Indenture; and subject also to encumbrances of the character in the Original Indenture defined as "excepted encumbrances" insofar as the same may attach to any of the property embraced herein;

IN TRUST NEVERTHELESS upon the terms, trusts, uses and purposes specifically set forth in the Mortgage;

AND IT IS HEREBY FURTHER COVENANTED AND AGREED, and the Company and the Trustee have mutually agreed, in consideration of the premises, as follows:

ARTICLE I.

NEW SERIES BONDS.

Section 1.01. The bonds of the New Series shall be designated as is hereinabove specified for such designation, in the recital immediately preceding the form of the bonds of the New Series. The aggregate principal amount of the bonds of the New Series which may be initially authenticated and delivered shall be limited to Five Million Dollars (\$5,000,000) aggregate principal amount. The bonds of the New Series initially authenticated and delivered shall be twenty in number each in the principal amount of \$250,000 and shall have maturities such that one bond of the New Series shall mature on July 31, 1986 and one such bond shall mature on the last day of each October, January, April and July thereafter and the last such bond shall mature on April 30, 1991. Except as provided in Sections 2.03, 2.04, 2.05, 8.03 and 17.04 of the Original Indenture, no bonds of the New Series shall be authenticated and delivered after such initial issue.

Section 1.02. Each bond of the New Series shall be dated the date of its authentication and shall bear interest at the rate or rates per annum provided for in Section 1.04 hereof from the date of its authentication or from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the New Series. Interest shall be paid on the dates set forth in Section 1.04(D) hereof.

Section 1.03. The principal of and interest on bonds of the New Series shall be paid in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Except as otherwise provided in Section 2.08 of the Loan Agreement or any other agreement entered into as permitted by Section 1.06 hereof, principal of and interest on the bonds of the New Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

Section 1.04. Interest on the bonds of the New Series shall accrue at the rates and be payable on the dates provided for in this Section.

A. Definitions. As used in this Section, the following words and terms shall have the following meanings, unless the context hereof otherwise clearly requires:

"As-Offered Rate Portion" shall mean, at any time the portion, including the whole, of the unpaid principal amount of all bonds of the New Series bearing interest at such time under the As-Offered Rate Option.

"Bank" shall mean Mellon Bank, N.A., or any successor holder of bonds of the New Series.

"Bank's Office" shall mean the office of the Bank located at Four Mellon Bank Center, Pittsburgh, Pennsylvania 15230 or at such other office of the Bank or branch, subsidiary or affiliate thereof as may be designated in writing from time to time by the Bank to the Company and the Trustee.

"Business Day" shall mean any day other than a Saturday, Sunday, or public holiday under the laws of the State where any notice is to be delivered or payment made (including pursuant to an agreement entered into as permitted by Section 1.06 hereof) or other day on which banking institutions are authorized or obligated to close in the City where any notice is to be delivered or payment made.

"CD Rate Portion" shall mean at any time the portion, including the whole, of the unpaid principal amount of all bonds of the New Series bearing interest at such time under the CD Rate Option.

"Closing Date" shall mean the date on which bonds of the New Series are first authenticated and delivered.

"Corresponding Source of Funds" shall mean in the case of any part of the CD Rate Portion of the bonds of the New Series, hypothetical issuances by the Bank of one or more certificates of deposit of the Bank on dates approximately equal to the beginning of the CD Rate Borrowing Period applicable to such part of the CD Rate Portion of the bonds of the New Series, having maturities approximately equal to such CD Rate Borrowing Period and in an aggregate amount approximately equal to such part of the CD Rate Portion of the bonds of the New Series.

"Indenture" shall mean the Mortgage.

"Investment Grade" shall mean an investment quality bond rating equal to or better than (a) 10, in the case of Duff & Phelps, Inc., (b) Baa3, in the case of Moodys Investors Service, and (c) BBB-, in the case of Standard & Poor's Corporation.

"Loan Agreement" shall mean the Bank Loan Agreement between the Company and the Bank, providing, among other things, for issuance of the Bonds of the New Series, as in effect on the Closing Date.

"Prime Rate Portion" shall mean at any time the portion, including the whole of the unpaid principal amount of all bonds of the New Series bearing interest at such time under the Prime Rate Option other than in accordance with the first sentence of Subsection 1.04B(d) hereof.

"Trustee's Office" shall mean the office of the Trustee located at:

Four Albany Street
New York, New York 10015
Attention: Corporate Trust and Agency Group

B. Interest Rates; Borrowing Periods; Transactional Amounts.

(a) Optional Basis of Borrowing. The Company shall pay interest on the unpaid principal amount of the bonds of the New Series on a basis selected by it from one of the

three interest rate Options set forth below, it being understood that the Company may, subject to the provisions of this Section 1.04, at any time select any number of such Options to apply simultaneously to different parts of the bonds of the New Series:

(i) Prime Rate Option: A fluctuating rate per annum (computed on the basis of a year of 365 or 366 days, as the case may be) equal to the Prime Rate during the period from the date hereof through April 30, 1986, equal to the Prime Rate plus 1/4% during the period from May 1, 1986 through April 30, 1989 and equal to the Prime Rate plus 1/2% from and after May 1, 1989. "Prime Rate" shall mean the interest rate per annum announced from time to time by the Bank as its prime rate.

(ii) CD Rate Option: A rate per annum (based on a year of 360 days and actual days elapsed) equal to the CD Rate plus 1-1/2% during the period from the date hereof through April 30, 1986, equal to the CD Rate plus 1-3/4% from May 1, 1986 through April 30, 1989 and equal to the CD Rate plus 2% from and after May 1, 1989. "CD Rate" shall mean with respect to each proposed CD Rate Borrowing Period corresponding to each part of a proposed CD Rate Portion of the bonds of the New Series the rate per annum determined by the Bank by adding:

(A) The rate per annum obtained by dividing (the resulting quotient to be rounded upward to the nearest 1/100 of 1%) (1) the rate of interest (which shall remain fixed for the duration of such proposed CD Rate Borrowing Period) determined in good faith by the Bank in accordance with its usual procedures (which determination shall be conclusive) to be the average of the secondary market bid rates at or about 11:00 o'clock a.m., Eastern Time, on the first day of such proposed CD Rate Borrowing Period by dealers of recognized standing in negotiable certificates of deposit for the purchase at face value of negotiable certificates of deposit of leading commercial banks in amounts approximately equal to that part of such proposed CD Rate Portion of the bonds of the New Series corresponding to such proposed CD Rate Borrowing Period and having maturities approximately equal to such proposed CD Rate Borrowing Period by (2) a number equal to 1.00 minus the CD Rate Reserve Percentage (as defined herein) and

(B) The Assessment Rate (as defined herein).

The "CD Rate" described in this Subsection 1.04B(a)(ii) may also be expressed by the following formula:

$$\text{CD Rate} = \frac{\begin{array}{l} \text{[average of the secondary market]} \\ \text{[bid rates estimated by the Bank per]} \\ \text{[Subsection 1.04B(a)(ii)(A)(1) hereof]} \\ \text{[1.00 - CD Rate Reserve Percentage]} \end{array}}{1.00 - \text{CD Rate Reserve Percentage}} + \text{Assessment Rate}$$

The "CD Rate Reserve Percentage" for any day is the maximum percentage (expressed as a decimal fraction, rounded upward to the nearest 1/100 of 1%), as determined by the Bank (which determination shall be conclusive), which is in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including without limitation supplemental, marginal or emergency reserve requirements) for a bank which has been a member of the Federal Reserve System since prior to September 1, 1980 in respect of nonpersonal time deposits in Dollars in the United States having a maturity comparable to the CD Rate Borrowing Period corresponding to such part of such CD Rate Portion of the bonds of the New Series. The CD Rate shall be adjusted automatically with respect to any CD Rate Portion of the bonds of the New Series outstanding on the effective date of any change in the CD Rate Reserve Percentage, as of such effective date.

The "Assessment Rate" for any day is the rate per annum (rounded upward to the nearest 1/100 of 1%) determined by the Bank in accordance with its usual procedures (which determination shall be conclusive) to be the maximum effective assessment rate per annum payable by the Bank to the Federal Deposit Insurance Corporation (or any successor) for such day for insurance on Dollar time deposits, exclusive of any credit allowed against such annual assessment on account of assessment payments made or to be made by the Bank. The CD Rate shall be adjusted automatically with respect to any CD Rate Portion of the bonds of the New Series outstanding on the effective date of each change in the Assessment Rate, as of such effective date.

The Bank shall give prompt notice to the Company and the Trustee of the CD Rate so determined and of each adjustment thereto, which determination or adjustment shall be conclusive.

(iii) As-Offered Rate Option: A fixed rate per annum (computed on a basis to be determined by the Bank) equal to the rate (the "As-Offered Rate") offered by the Bank in its sole discretion to the Company on any Business Day for a proposed As-Offered Rate Borrowing Period and in an amount equal to the proposed As-Offered Rate Portion of the bonds of the New Series.

The Bank shall give prompt written notice to the Company and to the Trustee of the As-Offered Rate so determined, which determination shall be conclusive.

(b) Borrowing Periods. At any time when the Company shall select, convert to or renew the CD Rate Option or the As-Offered Rate Option to apply to any part of the outstanding bonds of the New Series, it shall fix one or more periods during which each such Option shall apply, such periods (the "Borrowing Periods") being set forth in the chart below:

Interest Rate Option

Available Borrowing Periods

CD Rate Option

Such period or periods for which the Bank is able to obtain funds at a fixed rate of interest as the Bank shall deem acceptable in its sole discretion ("CD Rate Borrowing Period")

As-Offered Rate Option

Such period or periods as the Bank shall deem acceptable in its sole discretion ("As-Offered Rate Borrowing Period")

provided, however, that the Company shall, in the selection or renewal of any Borrowing Period, be solely responsible for making allowance for mandatory redemptions of principal required to be made on the bonds of the New Series so that the amount of each such mandatory redemption shall not be committed on the due date thereof to the CD Rate Option or As-Offered Rate Option.

(c) Transactional Amounts. Every selection of, conversion from, conversion to or renewal of an interest rate Option and every redemption of any bond or bonds of the New Series shall be in a principal amount as set forth in the chart below:

Portion of the bonds of the New Series

Allowable Principal Amounts

Prime Rate Portion

\$1,000,000 or a higher integral multiple of \$50,000

CD Rate Portion

\$1,000,000 or a higher integral multiple of \$50,000 for every different part of the CD Rate Portion

As-Offered Rate Portion

Such amount or amounts as the Bank shall offer in its sole discretion.

For purposes of this Subsection 1.04B(c) a "part" of any Portion of the bonds of the New Series shall mean the entire amount of such Portion to which applies the same Borrowing Period commencing on the same day.

(d) Interest After Maturity. After the principal amount of any part of the Prime Rate Portion of the bonds of the New Series shall have become due and payable or shall be required to be redeemed or repurchased, by acceleration, declaration or otherwise, such part of the bonds of the New Series shall thereafter bear interest at a rate per annum (based on a year of 365 or 366 days, as the case may be) which shall be 2% above the rate otherwise in effect, such interest rate to change automatically from time to time effective as of the effective date of each change in the Prime Rate, payable on demand. After the principal amount of any part of the CD Rate Portion or the As-Offered Rate Portion of the bonds of the New Series shall have become due and payable or shall be required to be redeemed or repurchased, by acceleration, declaration or otherwise, such part of the bonds of the New Series shall thereafter bear interest payable on demand (i) until the end of the then current CD Rate Borrowing Period or As-Offered Rate Borrowing Period, as the case may be, at a rate per annum 2% above the rate otherwise in effect and (ii) thereafter the interest rate Option on such Portion shall be automatically converted to the Prime Rate Option and the interest after maturity or such required redemption or repurchase shall be calculated in accordance with the previous sentence.

The Bank shall simultaneously furnish to the Trustee a copy of each written notice given to the Company demanding a repurchase by any of the bonds of the New Series. The Trustee shall be entitled to rely conclusively on any such notice from the Bank, and in the absence of such notice shall be entitled to assume that no demand for any such repurchase has occurred.

(e) CD Rate Unascertainable; Impracticability.

If

(i) On any date on which a CD Rate would otherwise be set the Bank shall have in good faith determined (which determination shall be conclusive) that by reason of changes affecting the market for negotiable certificates of deposit maintained by dealers of recognized standing adequate and reasonable means do not exist for ascertaining such CD Rate or

(ii) At any time the Bank shall have determined in good faith (which determination shall be conclusive) that:

(A) The making, maintenance or funding of any part of the CD Rate Portion of the bonds of the New Series has been made impracticable or unlawful by (1) the occurrence of a contingency which materially and adversely affects the secondary market for negotiable certificates of deposit maintained by dealers of recognized standing or (2) compliance by the Bank in good faith with any applicable law or governmental regulation, guideline or order or change therein or interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof or with any request or directive of any such governmental authority (whether or not having the force of law) or

(B) The effective cost to the Bank of funding any proposed or existing part of the CD Rate Portion of the bonds of the New Series from a Corresponding Source of Funds shall exceed the CD Rate applicable to such part of the CD Rate Portion of the bonds of the New Series,

then, and in any such event, the obligation of the Bank to allow conversion to or selection or renewal of the CD Rate Option by the Company shall be suspended until the Bank shall have later determined in good faith (which determination shall be conclusive) that the circumstances giving rise to such previous determination no longer exist.

The Bank shall notify the Company and the Trustee forthwith of any determination under this Subsection 1.04B(e). Upon such date as shall be specified in notice of a determination under Subsection 1.04B(e)(i) or (ii) hereof (which shall not be earlier than the date such notice is given) the CD Rate Option shall cease to apply, and the Company shall convert the CD Rate Portion, if any, of the bonds of the New Series to another interest rate Option or Options in accordance with Subsection 1.04C hereof. Upon such specified date, the Company shall pay or shall provide immediately available funds to the Trustee with which the Trustee shall pay to the Bank the accrued and unpaid interest on such CD Rate Portion of the bonds of the New Series to (but not including) such specified date.

If at the time the Bank makes a determination under Subsection 1.04B(e)(i) or (ii) hereof the Company has previously

notified the Bank that it wishes to convert to or renew the CD Rate Option but such Option has not yet gone into effect, such notification shall be deemed to be of no force and effect, as if never made, and the Company shall, with respect to the CD Rate Portion of the bonds of the New Series, either convert to or renew the As-Offered Rate Option by giving notice pursuant to Subsection 1.04C(b) hereof or convert to or renew the Prime Rate Option by giving no notice of conversion or renewal pursuant to Subsection 1.04C(c) hereof.

C. Election, Conversion or Renewal of Interest Rate Options; Notice.

(a) Election. Prior to the Closing Date and as required in Subsection 1.04C(d) hereof the Company shall give or shall have given to the Bank at the Bank's Office and to the Trustee at the Trustee's Office notice of its election hereunder, setting forth the following information:

(i) The interest rate or rates selected in accordance with Subsection 1.04B hereof and the principal amount of the Prime Rate Portion and of each part of the CD Rate Portion or the As-Offered Rate Portion, as the case may be, of the bonds of the New Series, selected in accordance with Subsection 1.04B(c) hereof and

(ii) With respect to each part of such CD Rate Portion or As-Offered Rate Portion, the CD Rate Borrowing Period or the As-Offered Rate Borrowing Period, as the case may be, selected in accordance with Subsection 1.04B(b) hereof to apply to such part.

(b) Conversion or Renewal. The Company may convert any part of the bonds of the New Series from any interest rate Option or Options to a new interest rate Option or Options and may renew the CD Rate Option or the As-Offered Rate Option as to any part of the CD Rate Portion or the As-Offered Rate Portion of the bonds of the New Series:

(i) At any time with respect to conversion from the Prime Rate Option,

(ii) At the expiration of any CD Rate Borrowing Period or As-Offered Rate Borrowing Period with respect to conversions from or renewals of the CD Rate Option or the As-Offered Rate Option, as the case may be, as to that part of the CD Rate Portion or the As-Offered Rate Portion of the bonds of the New Series, as the case may be, corresponding to such expiring Borrowing Period or

(iii) After the Bank has given notice pursuant to Subsection 1.04B(e) hereof with respect to conversions from the CD Rate Option, subject to such indemnity as the Bank may be entitled to with respect to such conversion under the provisions of the Loan Agreement.

Whenever the Company desires to convert or renew any interest rate Option or Options, the Company shall give to the Bank at the Bank's Office and to the Trustee at the Trustee's Office notice of its conversion or renewal hereunder as required in Subsection 1.04C(d) hereof, setting forth the following information:

(i) The date on which the proposed conversion or renewal is to be made, which shall be a Business Day in Pittsburgh, Pennsylvania, and, unless interest payable on such date is to be paid directly to the holder or holders of the bonds of the New Series pursuant to Section 1.06 hereof, shall also be a Business Day in New York, New York.

(ii) The principal amount of the Prime Rate Portion and of each part of the CD Rate Portion or the As-Offered Rate Portion of the bonds of the New Series to be converted from or renewed, selected in accordance with Subsection 1.04B(c) hereof,

(iii) The interest rate or rates selected in accordance with Subsection 1.04B(a) hereof and the principal amount of the Prime Rate Portion and of each part of the CD Rate Portion or the As-Offered Rate Portion, as the case may be, of the bonds of the New Series to be converted or renewed, selected in accordance with Subsection 1.04B(c) hereof, and

(iv) With respect to each part of such CD Rate Portion or As-Offered Rate Portion to be converted or renewed, the CD Rate Borrowing Period or the As-Offered Rate Borrowing Period, as the case may be, selected in accordance with Subsection 1.04B(b) hereof to apply to such part.

Notice of conversion having been given pursuant to this Subsection 1.04C(d), interest on the principal amount of any part of the Prime Rate Portion of the bonds of the New Series converted to the CD Rate Option or the As-Offered Rate Option shall become due and payable on such conversion date.

(c) Failure to Convert or Renew. In the absence of the receipt of a timely notice from the Company of conversion or renewal under Subsection 1.04C(b) hereof, any part

of the CD Rate Portion or As-Offered Rate Portion of the bonds of the New Series as to which such notice is not received shall automatically be converted to the Prime Rate Option on the last day of the expiring CD Rate Borrowing Period or As-Offered Rate Borrowing Period, as the case may be.

(d) Notice. The Company shall give, or shall have given, the Bank and the Trustee at least one Business Day's prior notice of the Prime Rate Portion and the As-Offered Rate Portion of the bonds of the New Series and at least two Business Days' Prior Notice of the CD Rate Portion of the bonds of the New Series with respect to the Company's election, renewal or conversion of any interest rate Option or Options. Each such notice shall be irrevocable and shall be given no later than 10:00 o'clock a.m., Eastern Time, on the last date permitted for such notice. After the date specified in such notice, interest shall be calculated upon the principal amount as so elected, converted or renewed. Each such notice with respect to such As-Offered Rate Option shall contain a statement of the amount of interest due on the bonds of the New Series subject to such As-Offered Rate Option for the applicable Borrowing Period. Promptly after the expiration of each CD Rate Borrowing Period, the Company shall furnish to the Trustee written notice of the aggregate amount of interest payments made by the Company to the Bank on the bonds of the New Series corresponding to such expiring CD Rate Borrowing Period.

D. Interest Payment Dates. Interest on the Prime Rate Portion of the bonds of the New Series shall be due and payable on the last day of each October, January, April and July after the date hereof and at maturity. Interest on that part of the CD Rate Portion of the bonds of the New Series corresponding to each CD Rate Borrowing Period or that part of the As-Offered Rate Portion of the bonds of the New Series corresponding to each As-Offered Rate Borrowing Period shall be due and payable on the last day of such Borrowing Period and, if such Borrowing Period is longer than 90 days, also every 90th day of such Borrowing Period. After maturity of any part of the bonds of the New Series by declaration, acceleration or otherwise, or any required redemption of bonds of the New Series or repurchase of bonds of the New Series pursuant to the Loan Agreement interest on such part of the bonds of the New Series shall be due and payable on demand.

Section 1.05. (a) Bonds of the New Series shall not be redeemable in whole or in part, except pursuant to this Section 1.05 and Article X of the Mortgage. Without limitation of the preceding sentence, no cash deposited with or received by

the Trustee pursuant to Section 5.06, 5.07, 5.08, 5.15, 5.16, 5.22, 7.02, 9.02, 9.03, 9.04, 9.05 or 9.07 of the Mortgage shall be applied to redeem the bonds of the New Series, unless applied to make a redemption required or permitted by this Section 1.05 or Article X of the Mortgage, and bonds of the New Series shall not be subject to designation for redemption under Section 9.06(a) of the Mortgage unless designated for a redemption required or permitted by this Section 1.05.

(b) On April 30, 1986 the Company shall redeem a principal amount of the bonds of the New Series equal to the "Redemption Amount" set forth in the next sentence, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to April 30, 1986. The "Redemption Amount" shall mean an amount equal to the excess, if any, of \$5,000,000 over the aggregate amount of proceeds of the issuance of the bonds of the New Series withdrawn or withdrawable as of April 30, 1986 pursuant to the "Depository Agreement" between the Company and Mellon Bank, N.A. (the "Bank") delivered pursuant to (and described and defined in Section 2.01 of) the Loan Agreement.

The Company shall determine the Redemption Amount and shall deliver an officer's certificate setting forth such determination to the Trustee at the Trustee's Office and each registered holder of bonds of the New Series directed to its registered address, at least three business days prior to April 30, 1986, in each case no later than 10 o'clock a.m., Eastern Time on the date of delivery.

The Trustee may rely on the Company's determination of the Redemption Amount as set forth in the aforesaid officer's certificate, without any obligation on its part to make an independent determination or verification of such amount. The Trustee shall have no obligation to give notice to any bondholder with respect to the aforesaid redemption.

(c) Bonds of the New Series shall be redeemable in whole or in part, prior to maturity, at the option of the Company, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the redemption date, upon the following terms and conditions:

(i) The Company may at any time and from time to time redeem all or any part of the bonds of the New Series as to which interest is calculated under the Prime Rate Option.

(ii) The Company may redeem at the expiration of any CD Rate Borrowing Period or As-Offered

Rate Borrowing Period all or any part of the Bonds of the New Series as to which interest is calculated under the CD Rate Option or the As-Offered Rate Option, as the case may be, corresponding to such expiring Borrowing Period.

(d) The Company shall deliver to the Trustee at the Trustee's Office and to each registered holder of bonds of the New Series directed to its registered address, at least three Business Days' notice prior to the redemption date, setting forth the following information:

(i) the redemption date, which shall be a day which is a Business Day in both New York, New York and Pittsburgh, Pennsylvania;

(ii) the principal amount of bonds of the New Series to be redeemed;

(iii) the principal amount of the Prime Rate Portion and of each part of the CD Rate Portion or the As-Offered Rate Portion, as the case may be, of the bonds of the New Series to be redeemed, selected in accordance with Section 1.04 B.(c) hereof; and

(iv) with respect to each part of such CD Rate Portion or As-Offered Rate Portion, the CD Rate Borrowing Period or the As-Offered Rate Borrowing Period, as the case may be, to which such redemption is to apply.

Each notice required pursuant to this Section 1.05(d) shall be irrevocable and shall be delivered no later than 10:00 o'clock A. M. Eastern Time on the last day permitted for such notice.

(e) In the case of each redemption pursuant to Subsection (b) or (c) of this Section 1.05, the Company shall deliver immediately available cash funds in the amount of the principal amount of Bonds of the New Series to be redeemed to the Trustee on or before 10:00 o'clock A. M. Eastern Time, on the redemption date, unless payment of the redemption moneys has been made directly by the Company to the holder or holders of such bonds pursuant to Section 1.06 hereof.

(f) In each case where less than all the outstanding bonds of the New Series are redeemed as provided herein the bonds to be redeemed shall be redeemed in the inverse order of their stated maturities.

(g) The procedures set forth in this Section 1.05 for the giving of notice and the selection of bonds of the

New Series for redemption in the event of the redemption of less than all of the bonds of the New Series shall govern in the event of any conflict with the provision of Article VIII of the Original Indenture.

SECTION 1.06 The Company may enter into a written agreement with an institutional holder of any bond of the New Series providing, so long as such holder or any nominee of such holder is the holder of any such bond, for payment of principal thereof and interest thereon to be made by the Company directly to such holder by check mailed to an address specified therefor or by bank wire or interbank transfer of immediately available funds for credit to a bank account specified therefor, or at such other address as such holder shall have designated to the Company and the Trustee in writing for such purpose, in each case without surrender or presentation of such bond to the Company or the Trustee or the making of any notation thereon, except that any bond to be paid or redeemed in full shall be surrendered at the office or agency of the Company in the Borough of Manhattan, City of New York, for cancellation in order to receive payment, provided that such holder shall agree that, before disposing of any such bond, such holder will make a notation thereon of all principal payments previously made thereon and of the date to which interest thereon has been paid and such holder will indemnify the Company and the Trustee against any and all costs, expenses and liabilities arising out of any payment of principal of any such holder's bonds without presentment thereof to the Trustee, and will notify the Company and the Trustee of the name and address of the transferee of such bond. The Company covenants to deliver to the Trustee a true copy of each agreement (including the Loan Agreement) entered into by the Company pursuant to this Section 1.06, and no such agreement shall become effective for such purpose unless and until a true copy has been so delivered. The Company hereby authorizes the Trustee (and any paying agent for the bonds of the New Series) to comply with each such agreement so delivered to the Trustee, notwithstanding the provisions of the Mortgage and of the bonds of the New Series and at the Trustee's discretion, to place a legend on any bonds of the New Series subject to any such agreement describing the terms thereof. The Trustee shall be entitled to presume, without any obligation to verify independently, that the Company has made all payments related to principal (other than payment or redemption in full of any bond of the New Series) and interest on bonds of the New Series directly to the Bank unless the Bank shall otherwise notify the Trustee.

SECTION 1.07 The Company hereby indemnifies the Trustee and each paying agent for bonds of the New Series

against all liabilities, if any, resulting from any acts or omissions on the part of the Company in connection with (a) any agreement described in Section 1.06 hereof; or (b) the determination by the Company of the Redemption Amount as provided in Section 1.05(b) hereof; or (c) determination or calculation of interest rates pursuant to Section 1.04 hereof.

SECTION 1.08 Bonds of the New Series shall be issuable only as fully registered bonds in denominations of \$1,000 and any integral multiples of \$1,000. Bonds of such Series shall be exchangeable at the option of the holders thereof, in like aggregate principal amounts, for bonds of such Series of other authorized denominations. Bonds of the New Series shall be substantially in the form thereof hereinbefore recited.

SECTION 1.09 The bonds of the New Series shall not be transferable to any holder, other than the Company, which is not banking institution which is a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. The last sentence of Section 2.03 of the Original Indenture shall not apply to bonds of the New Series. In any case where payment of interest or redemption moneys with respect to a bond or bonds of the New Series is not required to be paid directly to the holder or holders thereof pursuant to any written agreement entered into as provided by Section 1.06 hereof, the Company shall not be required to make transfers or exchanges of bonds of the New Series for a period of three days next preceding any interest payment date for such bond or bonds of the New Series and the Company shall not be required to make transfers or exchanges of any such bond or bonds of the New Series called or being called for redemption.

SECTION 1.10 The Company covenants and agrees that, notwithstanding Section 2.03 of the Original Indenture, it will not charge any sum for or in connection with any exchange or transfer of any bond of the New Series, but may require the payment of a sum sufficient to cover any tax or taxes or other governmental charges incident to any transfer thereof.

SECTION 1.11 The Trustee shall be entitled to rely conclusively on each notice delivered to it by the Bank or the Company pursuant to the terms of this Supplemental Indenture, for all purposes under the Mortgage. The Trustee shall have no duty or responsibility to the Company or to the holder or holders of the bonds of the New Series from time to time to verify independently the information contained in any such notice.

ARTICLE II.

MISCELLANEOUS.

SECTION 2.01 The Company covenants and agrees that, so long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the following provisions of the following aforesaid Supplemental Indentures shall be effective, and the Company will observe and perform each and all of the conditions and of its covenants and agreements therein set forth, as if the bonds of the New Series were specified therein:

(a) Section 1 of Article II of the Supplemental Indenture dated as of November 1, 1949, as amended by paragraph (a) of Section 2.01 of Article II of the Supplemental Indenture dated as of August 1, 1959.

(b) Section 2 of Article II of the Supplemental Indenture dated as of November 1, 1949.

(c) Section 1 of Article III of the Supplemental Indenture dated as of October 1, 1951.

(d) Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1953. Subsection (D) thereof as heretofore amended is hereby further amended to read as follows:

"(D) the provisions of this Section shall be effective only so long as any of the 1983 Series or of the 3-1/8% Series due 1984 or of the 1986 Series or of the 1988 Series or of the 1989 Series or of the 1990 Series or of the 1991 Series or of the 1994 Series or of the 1996 Series or of the 1997 Series or of the 1998 Series or of the 1999 Series or of the 2000 Series or of the 2001 Series or of the 2003 Series or of the 2004 Series or of the 1975-1984 Series or of the August 1, 1984 Series or of the June 1, 2006 Series or of the July 1, 2006 Series or of the December 1, 2007 Series A or of the December 1, 2007 Series B or of the 2008 Series or of the June 1, 1999 Series or of the Term Loans - Multiple Rate Series due 1986-1991 bonds shall be outstanding, and may be waived by the holders of not less than 75% in aggregate principal amount of all bonds specifically entitled to the benefit of the covenants set forth in this Section (which need not include 75% in principal amount of the then outstanding 1983 Series or 3-1/8% Series due 1984 or 1986 Series or 1988 Series or 1989 Series or 1990 Series or 1991 Series or 1994 Series or 1996 Series or 1997 Series or 1998 Series or 1999 Series or

2000 Series or 2001 Series or 2003 Series or 2004 Series or 1975-1984 Series or August 1, 1984 Series or June 1, 2006 Series or July 1, 2006 Series or December 1, 2007 Series A or December 1, 2007 Series B or 2008 Series or June 1, 1999 Series or of the Term Loans - Multiple Rate Series due 1986-1991 bonds or any other series of bonds specifically entitled to the benefit of such covenants), outstanding at the time of such acquisition, by a consent given in writing or given at a meeting of the holders of the 1983 Series and 3-1/8% Series due 1984 and 1986 Series and 1988 Series and 1989 Series and 1990 Series and 1991 Series and 1994 Series and 1996 Series and 1997 Series and 1998 Series and 1999 Series and 2000 Series and 2001 Series and 2003 Series and 2004 Series and 1975-1984 Series and August 1, 1984 Series and June 1, 2006 Series and July 1, 2006 Series and December 1, 2007 Series A and December 1, 2007 Series B and 2008 Series and June 1, 1999 Series and the Term bonds of the New Series - Multiple Rate Series due 1986-1991 bonds and such other bonds, if any, held pursuant to the applicable provisions of Article XVI of the Original Indenture. Moreover, none of the provisions of subsection (B) of this Section shall be applicable to any acquisition of property ordered, approved or permitted by the Securities and Exchange Commission under the provisions of the Public Utility Holding Company Act of 1935 as then in force, or by any successor regulatory body of the United States of America having jurisdiction in the premises."

(e) Section 2 of Article II of the Supplemental Indenture dated as of May 1, 1956.

SECTION 2.02 The Company covenants and agrees that, so long as any bonds of the New Series are outstanding, during such times as any of the bonds of any Series outstanding under the Mortgage are not rated as Investment Grade, unless the holders of a majority in principal amount of the bonds of the New Series at the time outstanding shall have consented thereto, the Company will not declare or pay any dividend (other than a dividend payable in common stock of the Company or in any other stock of the Company subordinate to its preferred stock) or make any other distribution on the common stock of the Company or on any other stock of the Company subordinate to its preferred stock, or purchase or otherwise acquire, directly or indirectly, any shares of common stock, preferred stock or other stock of the Company (other than by mandatory sinking fund redemptions of preferred stock of the Company outstanding on June 29, 1979), or make any loan or advance to, or guarantee or otherwise become contingently liable, directly or indirectly in connection with the obligations, stock or dividends of, or purchase or acquire

any stock, obligations or securities of, or any interest in, or make any capital contributions to, the parent or any other affiliate of the Company other than a subsidiary of the Company (all of the foregoing being herein called "Restricted Payments") or permit any subsidiary of the Company to make or incur any Restricted Payment, if, after giving effect to the making or incurrence of such Restricted Payment, the aggregate amount involved in all Restricted Payments after December 31, 1978 would exceed the Company's earnings available for common stock (determined in accordance with generally accepted accounting principles, on a consolidated basis for the Company and its subsidiaries, if any) for the period (taken as one accounting period) commencing on January 1, 1979 and terminating at the end of the last fiscal quarter preceding the date of such Restricted Payment, provided that if the Company credits any shares of preferred stock of a class or series outstanding on June 29, 1979 voluntarily purchased or redeemed by the Company against a mandatory sinking fund redemption of such class or series of preferred stock, such voluntary purchase or redemption of such shares of preferred stock shall not be included in any computation (subsequent to such crediting) of the aggregate amount of Restricted Payments. The Company covenants and agrees that, so long as any bonds of the New Series are outstanding, unless the holders of a majority in principal amount of the bonds of the New Series at the time outstanding shall have consented thereto, the Company will not make or incur, or permit any subsidiary of the Company to make or incur, any Restricted Payment if, at the time of or after giving effect to such Restricted Payment, any of the following events shall have occurred and be continuing: (i) any "completed default" under Section 10.01 of the Mortgage or (ii) any default by the Company in any payment of principal of or premium, if any, or interest on any obligation (other than bonds outstanding under the Mortgage) for borrowed money (or any obligation under any conditional sale or other title retention agreement or any obligation issued or assumed as full or partial payment for property whether or not secured by purchase money mortgage or any obligation under notes payable or drafts accepted representing extensions of credit) beyond any period of grace provided with respect thereto, or in the performance of any other agreement, term or condition contained in any agreement under which any such obligation is created (or any other default under any such agreement) if the effect of such default is to cause, or to permit the holder or holders of such obligation (or a trustee on behalf of such holder or holders) to cause such obligation to become due prior to its stated maturity. Notwithstanding the foregoing provisions of this Section 2.02, the Company covenants and agrees that, so long as any bonds of

the New Series are outstanding, during such time as any of the bonds of any Series outstanding under the Mortgage are not rated Investment Grade, unless the holders of a majority in principal amount of the bonds of the New Series at the time outstanding shall have consented thereto, the Company will not make or incur, or permit any subsidiary of the Company to make or incur, any Restricted Payment, unless the Company shall theretofore deliver to the Trustee and to each holder of the bonds of the New Series an officers' certificate (of which one of the signing officers shall be the President or chief financial officer of the Company) setting forth (a) a statement that the signers have examined the needs of the Company for additional funds during the next three years and the making or incurrence of such Restricted Payment will not have a material adverse effect upon the Company's ability to provide for its needs, and (b) a forecast of the needs of the Company for additional funds during the next three years.

SECTION 2.03 The table of contents and the titles of the Articles of this Supplemental Indenture shall not be deemed to be any part thereof.

SECTION 2.04 As amended and supplemented by the aforesaid indentures supplemental thereto and by this Supplemental Indenture, the Original Indenture is in all respects ratified and confirmed and the Original Indenture and the aforesaid indentures supplemental thereto and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2.05 This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

The debtor and its mailing address are Pennsylvania Electric Company, 1001 Broad Street, Johnstown, Pennsylvania 15907. The secured party and an address of the secured party from which information concerning the security interest may be obtained are Bankers Trust Company, Trustee, 16 Wall Street, New York, New York 10015.

IN WITNESS WHEREOF, on this 11th day of October, 1984, PENNSYLVANIA ELECTRIC COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and BANKERS TRUST COMPANY, party of the second part,

has caused this instrument to be signed in its name and behalf by a Vice President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary.

ATTEST:

/s/ J. W. Bonarrigo

J. W. Bonarrigo
Assistant Secretary

In the presence of

/s/ G. R. Stenger

G. R. Stenger
/s/ R. M. Wisnouse

R. M. Wisnouse

ATTEST:

/s/ V. E. Sandford

Assistant Secretary

In the presence of

/s/ Phyllis A. Schiffman

Phyllis A. Schiffman
/s/ Theresa Grillo

Theresa Grillo

PENNSYLVANIA ELECTRIC COMPANY

By /s/ R. L. Wise

R. L. Wise
Vice President
[CORPORATE SEAL]

BANKERS TRUST COMPANY

By /s/ T. J. Moskie

Vice President

[CORPORATE SEAL]

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CAMBRIA :

On this 11th day of October, 1984, before me, Georgiann Knepper, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared R. L. Wise, who acknowledged himself to be a Vice President of Pennsylvania Electric Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ Georgiann Knepper

GEORGIANN KNEPPER, Notary Public
Johnstown, Cambria County, Pa.
My Commission Expires June 29, 1985

[NOTARIAL SEAL]

STATE OF NEW YORK :
: SS:
COUNTY OF NEW YORK :

On this 12th day of October, 1984, before me, Jennifer Holder, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared T. J. Moskie, who acknowledged himself to be a Vice President of Bankers Trust Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as a Vice President.

I am not a director or officer of said Bankers Trust Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ Jennifer Holder

Notary Public

JENNIFER HOLDER
Notary Public, State of New York
No. 41-4801640
Qualified in Queens County
Commission Expires March 30, 1995

[NOTARIAL SEAL]

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CAMBRIA :

On this 11th day of October, in the year 1984, before me personally came, R. L. Wise, to me known, who, being by me duly sworn, did depose and say that he resides in Indiana, Pennsylvania; that he is a Vice President of Pennsylvania Electric Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

/s/ Georgiann Knepper

[NOTARIAL SEAL]

GEORGIANN KNEPPER, Notary Public
Johnstown, Cambria County, Pa.
My Commission Expires June 29, 1985

STATE OF NEW YORK :
: SS:
COUNTY OF NEW YORK :

On this 12th day of October, in the year 1984, before me personally came, T. J. Moskie, to me known, who, being by me duly sworn, did depose and say that he resides in New York, New York; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order at the same time he made oath in due form of law that the consideration stated in said instrument is true and bona fide as therein set forth, and that he is duly authorized by said corporation to execute and acknowledge said instrument and to make such oath.

I am not a director or officer of said Bankers Trust Company.

/s/ Jennifer Holder

Notary Public

[NOTARIAL SEAL]

JENNIFER HOLDER
Notary Public, State of New York
No. 41-4804640
Qualified in Queens County
Commission Expires March 30, 1985

CERTIFICATE OF RESIDENCE

Bankers Trust Company, Mortgagee and Trustee within named, hereby certifies that its precise residence is 16 Wall Street, in the Borough of Manhattan, in the City of New York, in the State of New York.

BANKERS TRUST COMPANY

By /s/ T. M. MOSKIE
Vice President

SCHEDULE A

Armstrong County, Pennsylvania

(6) ALL THAT CERTAIN interest of Pennsylvania Electric Company in that tract of coal land and other real property rights situate in the Township of Sugarcreek, County of Armstrong, Pennsylvania, as and to the extent conveyed to Pennsylvania Electric Company by deed from Omer C. Crawford et ux. et al. to Pennsylvania Electric Company and Jersey Central Power & Light Company dated December 9, 1981 and recorded in the Office of the Recorder of Deeds in and for Armstrong County, Pennsylvania in Deed Book Vol. 618, page 594, under and subject to the covenant, waiver, surrender and release which is contained in said deed.

(7) ALL THAT CERTAIN interest of Pennsylvania Electric Company in those tracts of coal land and other real property rights situate in the Township of Sugarcreek, County of Armstrong, Pennsylvania, as and to the extent conveyed to Pennsylvania Electric Company by deed from Theodore E. Miller et ux. to Pennsylvania Electric Company and Jersey Central Power & Light Company dated April 20, 1983 and recorded in the Office of the Recorder of Deeds in and for Armstrong County, Pennsylvania in Deed Book Vol. 629, page 563, under and subject to the covenant, waiver, surrender and release which is contained in said deed.

Blair County, Pennsylvania

(116) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Blair County Industrial Development Authority, a public instrumentality of the Commonwealth of Pennsylvania, and H & H Tire Services, Inc., a Pennsylvania corporation, to Pennsylvania Electric Company by deed dated April 10, 1980 and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania in Deed Book Vol. 1047, page 587.

(117) ALL THAT CERTAIN parcel of land situate in the Township of Snyder, County of Blair, Pennsylvania, as and to the extent conveyed by Zachariah Sprankle, III et ux. to Pennsylvania Electric Company by deed dated February 26, 1981 and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania in Deed Book Vol. 1062, page 78.

(118) ALL THAT CERTAIN parcel of land situate in the Township of Antis, County of Blair, Pennsylvania, as and to the extent conveyed by Miles E. Long et ux. to Pennsylvania Electric Company by deed dated June 30, 1981 and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania in Deed Book Vol. 1066, page 922.

(119) ALL THAT CERTAIN parcel of land situate in the Township of Woodbury, County of Blair, Pennsylvania, as and to the extent conveyed by Gene S. Ramsey et ux. to Pennsylvania Electric Company by deed dated July 21, 1981 and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania in Deed Book Vol. 1067, page 226.

(120) ALL THAT CERTAIN parcel of land situate in the Borough of Williamsburg, County of Blair, Pennsylvania, as and to the extent conveyed by Westvaco Corporation, a Delaware corporation, to Pennsylvania Electric Company by deed dated May 28, 1982 and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania in Deed Book Vol. 1083, page 437.

(121) ALL THAT CERTAIN parcel of land situate partially in the Township of Catherine, County of Blair, Pennsylvania, and partially in the Townships of Morris and Porter, County of Huntingdon, Pennsylvania, as and to the extent conveyed by Penn Central Transportation Company, a Pennsylvania corporation, to Pennsylvania Electric Company by deed dated September 2, 1982 and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania in Deed Book Vol. 1082, page 4.

(122) ALL THAT CERTAIN parcel of land situate in the Township of Catherine, County of Blair, Pennsylvania, as and to the extent conveyed by James B. Dell, widower to Pennsylvania Electric Company by deed dated July 19, 1983 and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania in Deed Book Vol. 1090, page 779.

(123) ALL THAT CERTAIN parcel of land situate in the Township of Catherine, County of Blair, Pennsylvania, as and to the extent conveyed by Frederick L. England et ux. to Pennsylvania Electric Company by deed dated September 30, 1983 and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania in Deed Book Vol. 1094, page 195.

Cambria County, Pennsylvania

(144) ALL THAT CERTAIN parcel of land situate in the Township of Richland, County of Cambria, Pennsylvania, as and to the extent conveyed by Johnstown Industrial Park, Inc., a Pennsylvania non-profit corporation, to Pennsylvania Electric Company by deed dated January 4, 1979 and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania in Deed Book Vol. 1049, page 732.

(145) ALL THOSE CERTAIN parcels of land situate in the City of Johnstown, County of Cambria, Pennsylvania, as and to the extent conveyed by The Moxham National Bank, a national banking institution, to Pennsylvania Electric Company by deed dated October 2, 1979 and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania in Deed Book Vol. 1057, page 678.

Clearfield County, Pennsylvania

(45) ALL THAT CERTAIN parcel of land situate in the Township of Sandy, County of Clearfield, Pennsylvania, as and to the extent conveyed by Cecil H. Steele et ux. to Pennsylvania Electric Company by deed dated March 17, 1980 and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deed Book Vol. 794, page 532.

Dauphin County, Pennsylvania

(3) ALL THAT CERTAIN undivided twenty-five per cent (25%) interest of Pennsylvania Electric Company in land, properties and rights situate in the Township of Londonderry, County of Dauphin, Pennsylvania as and to the extent conveyed to Pennsylvania Electric Company by deed dated August 1, 1984 from Shelter S. Ranch, Inc., a Pennsylvania corporation, to Metropolitan Edison Company, Pennsylvania Electric Company and Jersey Central Power & Light Company, and recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania in Deed Book Vol. 526, page 504, under and subject to the covenant, waiver, surrender and release with respect to the right of partition which is contained in said deed.

Huntingdon County, Pennsylvania

(34) ALL THAT CERTAIN parcel of land situate partially in the Township of Catherine, County of Blair, Pennsylvania, and partially in the Townships of Morris and Porter, County of Huntingdon, Pennsylvania, as and to the extent conveyed by Penn Cental Transportation Company, a Pennsylvania corporation, to Pennsylvania Electric Company by deed dated September 2, 1982 and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania in Deed Book Vol. 168, page 384.

Indiana County, Pennsylvania

(76) ALL THAT CERTAIN parcel of land situate in the Township of Center, County of Indiana, Pennsylvania, as and to the extent conveyed by William R. George et ux. to Pennsylvania Electric Company by deed dated May 8, 1980 and recorded in the Office of the Recorder of Deeds in and for Indiana County, Pennsylvania in Deed Book Vol. 778, page 1.

(77) ALL THAT CERTAIN parcel of land situate in the Township of Green, County of Indiana, Pennsylvania, as and to the extent conveyed by Hazel Stonebraker, widow, et al. to Pennsylvania Electric Company by deed dated May 28, 1981 and recorded in the Office of the Recorder of Deeds in and for Indiana County, Pennsylvania in Deed Book Vol. 796, page 415.

McKean County, Pennsylvania

(44) ALL THAT CERTAIN parcel of land situate in the Borough of Eldred, County of McKean, Pennsylvania, as and to the extent conveyed by John F. Place et ux. to Pennsylvania Electric Company by deed dated July 25, 1983 and recorded in the Office of the Recorder of Deeds in and for McKean County, Pennsylvania in Deed Book Vol. 8, page 90.

(45) ALL THAT CERTAIN parcel of land situate in the Township of Liberty, County of McKean, Pennsylvania, as and to the extent conveyed by Howard J. Edgreen, et ux. to Pennsylvania Electric Company by deed dated June 18, 1984 and recorded in the Office of the Recorder of Deeds in and for McKean County, Pennsylvania in Deed Book Vol. 19, page 938.

Mifflin County, Pennsylvania

(50) ALL THAT CERTAIN parcel of land situate in the Township of Granville, County of Mifflin, Pennsylvania, as and to the extent conveyed by Daniel K. Stoicheff to Pennsylvania Electric Company by deed dated September 4, 1979 and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania in Deed Book Vol. 241, page 323.

(51) ALL THAT CERTAIN parcel of land situate in the Township of Derry, County of Mifflin, Pennsylvania, as and to the extent conveyed by Robert M. Anderson and W. James Anderson, Co-Partners trading as L. C. Anderson & Sons, to Pennsylvania Electric Company by deed dated June 25, 1981 and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania in Deed Book Vol. 253, page 95.

Somerset County, Pennsylvania

(19) ALL THAT CERTAIN parcel of land situate in the Township of Shade, County of Somerset, Pennsylvania, as and to the extent conveyed by National Mines Corporation, a Pennsylvania corporation, to Pennsylvania Electric Company by deed dated February 15, 1977 and recorded in the Office of the Recorder of Deeds in and for Somerset County, Pennsylvania in Deed Book Vol. 821, page 866.

(20) ALL THAT CERTAIN parcel of land situate in the Township of Paint, County of Somerset, Pennsylvania, as and to the extent conveyed by Robert H. Seese et ux. to Pennsylvania Electric Company by deed dated October 9, 1978 and recorded in the Office of the Recorder of Deeds in and for Somerset County, Pennsylvania in Deed Book Vol. 827, page 816.

(21) ALL THAT CERTAIN parcel of land situate in the Borough of Somerset, County of Somerset, Pennsylvania, as and to the extent conveyed by Robert M. Anderson and W. James Anderson, trading and doing business as L. C. Anderson & Sons, a partnership, to Pennsylvania Electric Company by deed dated May 30, 1979 and recorded in the Office of the Recorder of Deeds in and for Somerset County, Pennsylvania in Deed Book Vol. 838, page 574.

(22) ALL THAT CERTAIN parcel of land situate in the Township of Quemahoning, County of Somerset, Pennsylvania, as and to the extent conveyed by Johnstown Area Economic Development Corporation, a Pennsylvania non-profit corporation,

to Pennsylvania Electric Company by deed dated July 10, 1979 and recorded in the Office of the Recorder of Deeds in and for Somerset County, Pennsylvania in Deed Book Vol. 841, page 618.

(23) ALL THAT CERTAIN parcel of land situate in the Township of Osceola, County of Tioga, Pennsylvania, as and to the extent conveyed by Robert A. Walls et ux. to Pennsylvania Electric Company by deed dated February 27, 1979 and recorded in the Office of the Recorder of Deeds in and for Tioga County, Pennsylvania in Deed Book Vol. 389, page 610.

Susquehanna County, Pennsylvania

(34) ALL THAT CERTAIN parcel of land situate in the Township of Silver Lake, County of Susquehanna, Pennsylvania, as and to the extent conveyed by Marie Barbara Ciofalo, single, to Pennsylvania Electric Company by deed dated February 16, 1978 and recorded in the Office of the Recorder of Deeds in and for Susquehanna County, Pennsylvania in Deed Book Vol. 387, page 118.

Tioga County, Pennsylvania

(33) ALL THAT CERTAIN parcel of land situate in the Township of Osceola, County of Tioga, Pennsylvania, as and to the extent conveyed by Robert A. Walls et ux. to Pennsylvania Electric Company by deed dated February 27, 1979 and recorded in the Office of the Recorder of Deeds in and for Tioga County, Pennsylvania in Deed Book Vol. 389, page 610.

Warren County, Pennsylvania

(30) ALL THAT CERTAIN parcel of land situate in the Township of Conewango, County of Warren, Pennsylvania, as and to the extent conveyed by Burdette S. Weiler et ux. to Pennsylvania Electric Company by deed dated May 6, 1983 and recorded in the Office of the Recorder of Deeds in and for Warren County, Pennsylvania in Deed Book Vol. 440, page 417.

(31) ALL THAT CERTAIN parcel of land situate in the Township of Conewango, County of Warren, Pennsylvania, as and to the extent conveyed by Elizabeth Flick Dickey, single to Pennsylvania Electric Company by deed dated February 7, 1984 and recorded in the Office of the Recorder of Deeds in and for Warren County, Pennsylvania in Deed Book Vol. 446, page 1131.